

TERMS AND CONDITIONS OF RENTAL AGREEMENT

Which limit your rights - Please read carefully



RA Number

1. DEFINITIONS

In this Agreement, unless the context indicates otherwise, the following expressions shall bear the following meanings:

- 1.1 "Agreement" means the rental agreement and these terms and conditions.
- 1.2 "Day" means a period of 24 hours (or any part thereof) calculated from the time the vehicle is received by Renter;
- 1.3 "Driver" means Renter and/or the Driver and/or an Additional Driver as indicated in the Agreement;
- 1.4 "Liability Waivers" means the waivers referred to in clause 5, including but not limited to, the items identified as CDW and TLW, but which specifically exclude any key replacement and the loss of personal belongings. The Liability Waivers are not an insurance policy but provide a basis on which Renter's liability in terms of this agreement may be reduced.
- 1.6 "Official Rates" means our rates charged from time to time and/or in terms of the official rates published and amended from time to time, applicable to the vehicle rented in terms of this agreement, and which are available at any of our offices;
- 1.7 "Owner" means Skylink Rent A Car Limited, trading as First Car Rental;
- 1.8 "Rental Period" means the period between the date when the vehicle is taken out by Renter and the termination date and time as specified on the agreement or, if such period is extended, the time and date entered on our records as being the date and time when the vehicle is returned to Owner;
- 1.9 "Renter", means the renter of the vehicle, as indicated in the Agreement and who must be 23 years old or older and who must have held a valid unendorsed Driver's license for a minimum period of 2 years prior to the Agreement; References to the singular shall include the plural, the male gender shall include the female gender, and references to persons shall include natural and juristic persons.
- 1.10 "Vehicle" means the vehicle/s identified in this agreement or any other replacement vehicle provided to the Renter by the Owner (including the vehicle documents, keys, tyres, tools and accessories supplied with the Vehicle);

2. RISK, DELIVERY AND RETURN

- 2.1 The vehicle shall be at the Renter's sole risk from the date and time of delivery of the vehicle until the vehicle is returned to the Owner. The Renter undertakes to return the vehicle in the same condition that Renter received it, fair wear and tear excepted;
- 2.2 The Renter shall return the vehicle, on the expiry or termination of this agreement, at the Renter's expense to our authorized representative at the collection address recorded in the agreement. The Renter acknowledges that failure to return the vehicle in terms of this agreement shall constitute a breach of the agreement and will amount to illegal possession by the Renter, and the Owner may report the vehicle as stolen and/or repossess the vehicle wherever same may be found and from whomsoever is in possession thereof;
- 2.3 When the Renter or any person nominated by the Renter returns the vehicle to any branch of the Owner, The Renter shall:
 - 2.3.1 Park the vehicle in Owner's reserved parking at the Owner's respective branch locations;
 - 2.3.2 Ensure that the vehicle is properly locked and secure;
 - 2.3.3 Hand the keys of the vehicle to an authorized representative of the Owner.
- 2.4 The sole risk of loss or damage to the vehicle shall remain vested in Renter until such time as the Owner shall have recorded its return.

3. WARRANTIES BY RENTER

The Renter warrants that:

- 3.1 All information given by the Renter to the Owner is true and correct;
- 3.2 The Driver holds a valid and an unendorsed Driver's license;
- 3.3 The Renter shall not drive the vehicle under the influence of alcohol or any other central nervous system stimulant;
- 3.4 The Driver is not physically prevented from operating the vehicle safely;
- 3.5 No person other than the Driver shall drive the vehicle;
- 3.6 The Driver shall lock the vehicle when not in use and shall ensure that the keys of the vehicle are properly secured;
- 3.7 The vehicle shall not be used or driven for the conveyance of persons or property for reward, in contravention of or in breach of any law, in any race, speed test or contest, on roads not properly constructed, or for towing unless supplied with a tow bar;
- 3.8 The vehicle shall not be used or driven in any way which would constitute a breach of any of the provisions of this Agreement;
- 3.9 The Renter and the Driver shall at all times exhibit an absolute duty of care in respect of the vehicle, and the Renter shall ensure that the vehicle shall only be used on suitable roads and conditions in accordance with the type of vehicle hereby rented;
- 3.10 The Renter and the Driver shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest;
- 3.11 The vehicle shall not be taken outside the borders of Mainland Tanzania. Without the permission of the Owner.
- 3.12 Vehicles are prohibited from entering or being driven through the National Parks and Game Reserves within Tanzania. The Owner reserves the right to switch-off the vehicle when it enters, or is about to enter the National Park and Game Reserve. Should the Renter drive the rented vehicle into the National Park, a penalty of \$1000 (non-refundable) shall be charged per incident. A list of National Parks and Game Reserves is annexed hereto as Annexure "A"

4. PAYMENTS

- 4.1 The Renter agrees to pay the Owner:
 - 4.1.1 The vehicle rental rates and other charges as set out in the Agreement and/or in terms of the Owner's official rates, whichever may be applicable.
 - 4.1.2 The cost of fuel supplied for the vehicle by the Owner which shall be calculated upon return of the vehicle. If the vehicle is delivered to, or collected from the Renter, the Renter shall be charged for fuel used from the time it leaves the dispatching branch to the time it is returned to the returning branch;
 - 4.1.3 All fines, taxes, charges, levies, legal costs and tolls, payable by the Owner to any third party arising out of the Renter's use of the vehicle;
 - 4.1.4 All and any costs, including but not limited to, one-way fees, towing charges and losses or damages incurred by the Owner in procuring the return of the vehicle to the collection address described above, or such other location as determined by Owner;
 - 4.1.5 In the event that the vehicle is not returned to Owner on the return date, all amounts that would have been payable by the Renter in terms of this Agreement. If the Rental Period had been validly extended to the actual date of return of the vehicle to the Owner;
 - 4.1.6 All costs for which the Renter is liable, incurred by the Owner in repairing any damage of any nature whatsoever to the vehicle and any loss or damage suffered by the Owner as a result of theft, fire or any other cause whatsoever;
 - 4.1.7 Such valet charge as may be levied for the cleaning of the vehicle; and
 - 4.1.8 Such accident administration and/or traffic fine handling fee that may be levied by the Owner.
- 4.2 If the Owner has agreed payment from the Renter by credit or charge card, the Renter's signature shall constitute authority for the issuer of the card to debit the Renter with the total amount owing, inclusive of all costs and charges of whatsoever nature, arising in terms of this Agreement.
- 4.3 The Renter shall pay all amounts payable by the Renter under this Agreement to the Owner, on demand. If any payment is not made on its due date, then the Owner may, without prejudice to any of its rights, charge interest on the amount due at the maximum rate permissible by law.

5. LIABILITY WAIVER

- 5.1 Liability Waivers included in this Agreement are:

Collision Damage Waiver (CDW) and Theft Loss Waiver (TLW). Such Liability Waivers are included in the official rates recorded in Clause 4.1.1
- 5.2 The Renter's liability in terms of clause 2.1 shall not exceed the amount stated in the Agreement as the "Renter's Responsibility", unless one or more of the exclusions in clause 5.3 is applicable.
- 5.3 The Liability Waivers do not cover loss of, or damage to the vehicle in the following circumstances, and the Renter shall be liable for all such loss or damage:
 - 5.3.1 Where the Renter or the Driver are in breach of this Agreement;
 - 5.3.2 Where damage is caused to all glass, mirrors, lamps, tyres, rims, hubcaps, windscreens or the undercarriage, if no collision of the vehicle has occurred.
 - 5.3.3 Where damage is caused by water;
 - 5.3.4 Where damage or loss is caused by the Driver negligence;
 - 5.3.5 Where damage or loss is sustained in an accident not caused by physical contact with another vehicle, person, animal or object;
 - 5.3.6 Where damage is caused by the Renter's failure to ensure that the VEHICLE's required lubricant levels are maintained;

Initials of Renter

6. EXTENSION OF RENTAL PERIOD

6.1 The Renter shall be entitled at any time during the initial period to orally extend the Rental period. This extension shall however only be valid if confirmed by the Owner in writing.

7. TERMINATION

7.1 The Owner shall be entitled to terminate this Agreement if the Renter and/or the Driver commits any breach of this Agreement. The Owner shall then be entitled to the immediate return of the vehicle, and furthermore any amount then and there owing by the Renter to the Owner shall become immediately due and payable.
7.2 Both the Renter's and the Owner's rights and obligations under this Agreement shall continue to be in full force and effect until such time as the vehicle has been returned to the Owner in terms of this Agreement and the Renter have complied with all Renter's obligations in terms hereof.

8. INDEMNITY

8.1 Save as is provided for in law and provided that there was no negligence on the Owner's part, the Owner shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, nor for any loss or damages to any property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the Renter or the Driver or any person transported in the vehicle may suffer arising out of this Agreement.

9. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

9.1 If the vehicle is involved in any accident or collision, or is lost or stolen, or is involved in any incident which could prejudice Owner's rights, the Renter and/or Driver shall take all such steps to safeguard Owner's rights and interests, including, but not limited, to the following where appropriate:
9.1.1: Obtain the names and addresses of everyone involved and of possible witnesses, and details of other vehicles involved;
9.2.2: Not, without our prior written consent, admit any responsibility or liability or release any party from any liability or potential liability, not settle any claim or potential claim against or by any party, nor accept any disclaimer of liability; 9.2.3: Notify the police and the Owner as soon as possible and in any event within 24 hours of the incident;
9.2.4: Within 48 hours of the incident complete and furnish to the Owner, the Owner's fully completed standard claim form;
9.2.5: Within 48 hours of the incident submit to the Owner a copy of the Driver's license;
9.2.6: Not abandon the vehicle and make adequate provision for its safety and security; and
9.2.7: Cooperate with Owner in any investigation, the lodging or instituting of any claim or action and the defense of any prosecution, claim or action relating to the above;

10. GENERAL

10.1 The Renter acknowledges that ownership of the vehicle shall at all times remain vested in the Owner, or the true owner of the vehicle.
10.2 The Renter shall not be entitled to cede or assign any of Renter's rights and obligations under this Agreement or to sublet or part with possession of the vehicle.
10.3 The cost of fuel is not included in the amount of the rental. The Owner shall provide the vehicle with full tank and the Renter shall return the vehicle with the same quantity of fuel. The Owner shall calculate the cost of fuel supplied upon return of the vehicle and levy as per Owner's official rates.
10.4 Any tampering by the Renter with the odometer of the vehicle shall be regarded as fraud. Where required in determining the rental charges, the distance driven by the Renter or the Driver shall be measured from the odometer installed in the Vehicle. If such calculation is not practical, or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as the Owner may determine and the Renter shall be obliged to furnish all such information and assistance as the Owner may reasonably require for that purpose.
10.5 If the Renter is not the Driver, then, without in any way detracting from the Renter's obligations in terms of this Agreement, the Renter and the Driver shall be liable to the Owner jointly and severally for all and/or any amounts owing under this Agreement.
10.6 Although the Owner shall use its best efforts to deliver the vehicle as required, in the event that it cannot do so due to circumstances beyond its control, the Owner shall endeavor to make alternative arrangements until such time as it is able to make the desired vehicle available to the Renter.
10.7 Save as otherwise stated in this Agreement any addition to or alteration of this Agreement shall be null and void unless agreed upon by the Owner in writing.
10.8 The Renter agrees that the Owner reserves the right to sue the Renter in the Courts of law for all purposes under this Agreement, notwithstanding that the subject matter, cause of action, or amount involved be otherwise beyond the jurisdiction of the said court.
10.9 The Renter chooses the address where it can receive notices for all purposes in terms of this Agreement, at the Renter's address specified in the Agreement or, in the case of that address not being in the United Republic of Tanzania, at the Driver's local address specified in the Agreement.
10.10 A certificate of any director, manager or accountant of the Owner as to the amount owed by the Renter to the Owner shall, on the face of it, constitute proof of the amount owing.
10.11 This document contains the entire Agreement between the Renter and the Owner regarding the matters contained herein and the Owner shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.
10.12 It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses shall be and continue to be of full force and effect.
10.13 This Agreement shall be governed by and interpreted in accordance with the laws of Tanzania.
10.14 No extension, relaxation or other leniency that may be given or allowed by the Owner shall be taken to mean that other rights may not be enforced.

11. WARRANTIES AND GUARANTEES BY THE PARTIES

11.1 The parties warrant and guarantee that they have read and do understand the meaning and import of every aspect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and Affixed their Seals on the dates and in the manner hereinafter appearing:

SEALED with the Common Seal of SKYLINK RENT-A-CAR

SEALED with the Common Seal of/SIGNED by

In the presence of us at Dar es Salaam this.....day of20.....by:

In the presence of us at Dar es Salaam this.....day of20.....by:

NAME.....

NAME.....

SIGNATURE.....

SIGNATURE.....

POSTAL ADDRESS.....

POSTAL ADDRESS.....

POSITION.....

POSITION.....

Additional Driver details

NAME.....

SIGNATURE.....

ANNEXURE "A"

**A list of National Parks and Game Reserves
(Made pursuant to Clause 3:12 of the Agreement)**

A. GAME RESERVES

1. Gurumeti Game Reserve
2. Kigosi Game Reserve
3. Lake Eyasi Game Reserve
4. Lake Natron Game Controlled Area
5. Maswa Game Reserve
6. Mkomazi Game Reserve
7. Moyowasi Game Reserve
8. Mpanga Kipengere Game Reserve
9. Mwiba Wildlife Reserve
10. Njombe Region Game Reserve
11. Pande Game Reserve
12. Rungwa Game Reserve
13. Selous Game Reserve
14. Ugalla River Game Reserve
15. Usangu Game Reserve

B. NATIONAL PARKS

1. Arusha National Park
2. Gombe National Park
3. Katavi National Park
4. Kitulo National Park
5. Lake Manyara National Park
6. Mahale Mountain National Park
7. Mikumi National Park
8. Mkomazi National Park
9. Mount Kilimanjaro National Park
10. Ngorongoro Conservation Area
11. Ruaha National Park
12. Rubondo Island National Park
13. Saadani National Park
14. Serengeti National Park
15. Tarangire National Park
16. Udzungwa Mountains National Par

Initials of Renter